ACS/City of Memphis

Network Cabling Services

Request for Proposal

Prepared By: Information Services

Deadline for Questions:

Closing Date for Bids:

Bid Accepted at: ATTN: ACS Purchasing Network Cabling Services 100 North Main Street Suite 3225

Memphis, TN 38103 Creation Date: 9/20/04

RFP Version: 9

Revision Date: 10/25/2004

E-Mail Inquiries: requests@memphistn.gov

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AFFILIATED COMPUTER SYSTEMS CITY OF MEMPHIS DIVISION OF INFORMATION SERVICES

REQUEST FOR PROPOSAL:

NETWORK CABLING SERVICES

1. Introduction

ACS and the City of Memphis (hereinafter referred to as the "City"), invites proposals from one or more qualified vendors to install and maintain voice and data network cabling for the City.

The City will contract with one or more vendors in Shelby County to install and maintain local and wide area network cabling. Although the City prefers to contract with a single vendor for installation, equipment, service, and maintenance during the term of this contract, the City reserves the right to itemize and award separate contracts for installation, equipment, service, and maintenance. The City also reserves the right to award contracts to multiple vendors, if necessary, to obtain the desired coverage. The City also reserves the right to solicit individual bids on certain larger projects.

The City will consider multiple bids from the same vendor.

All questions pertaining to the RFP must be forwarded to the City of Memphis at the email address listed on the front page of this document under "E-Mail Inquires".

All vendors should carefully review this RFP, including all requirements, terms, conditions, and performance standards to ensure the most responsive proposals.

1.1 Schedule of Activities

Activity	Date
Distribution of RFP	11/03/04
Deadline for questions	11/18/04
Proposal Due (Mandatory)	12/02/04
Sealed Proposals Opened by RFP Committee	12/02/04
Oral Presentation by vendors (optional at City discretion)	TBD

2. Description of Work and Terms of Performance

2.1 Overview of Work

The City maintains point-to-point connectivity via voice and data for local and wide area networks, at several points throughout the City of Memphis. These locations include emergency services and public safety installations, such as Police and Fire stations, where the City's response to any system interruption is critical. In addition, many locations present a variety of configuration requirements. Cabling installation and servicing requirements include Ethernet and fiber optic cabling, as well as telephone wiring. The successful vendor or vendors will be required to provide first time consultation on **each** location (at no cost) prior to performing work.

2.2 Term of Contract

The initial contract term shall be for a period of one (1) year. ACS reserves the option to extend the contract term for four (4) additional periods of 12 months each. The successful vendor may submit to the City, for its consideration, a written request for a contract price adjustment prior to the beginning of each successive term. (See section 2.10, Requests for Price Adjustments, page 10.)

2.3 General Requirements

The City will consider the selected vendor to be the sole point of contact with regard to completion of services and contractual matters, including the performance of warranty services and the payment of any and all charges resulting from contract obligations. Upon contract award, the selected vendor will designate an account manager who will serve as the point of contact for the City upon the contract award.

2.4 Installation Requirements

- a) Complete and Timely Installation. The vendor will be solely responsible for complete and timely installation of all proposed cables and connectors. On jobs with 12 or fewer connections required at that location, the vendor must complete the job within three (3) business days of the City's request. The City reserves the right to bid out any jobs as separate projects; those jobs must be timed with the City's notification and agreement.
- trays. Where cable is routed via the ceiling, the cable must be installed in J-Hooks rated for communications cabling as local codes require. Where existing cable is exposed, the new cable will be installed neatly beside the existing cable. Before the installation of any cable, a Cable Routing Plan will be submitted to the Information Systems Project Manager for approval.
- c) Sites Left Clean. The vendor will complete the installation by leaving the site "broom clean." On outside plant work, the vendor will make all necessary repairs to any uprooted asphalt or grass where required.

- d) Site Drawings. Before the work is approved for payment by the City, on jobs consisting of greater than 12 cable runs, the vendor will provide the Information Systems Project Manager with a set of professional legible drawings, detailing all cable plant records, location of frames, and cable assignment. Blueprints, drawings of office layouts, or proposed site of installation will be provided.
- e) Cable Testing. Before the work is approved for payment, the vendor will test all of the cables. All Category 5e and Category 6 cables must be tested with a Fluke DSP 4300 Cable Analyzer or approved equal. The cables must pass all Category 5e and Category 6 parameters as outlined in the ANSI/EIA/TIA 568-B.1 Standard. The vendor must provide test results in both hard copy and soft copy form. On jobs consisting of greater than 12 cable runs or projects involving new construction, the vendor must also provide two (2) copies of as built drawings of each floor's layout to the Information Systems Project Manager or his or her designee.
- Fiber Optic Testing. Upon completion of each fiber optic installation, the vendor must test all multimode fiber at both the 850nm and 1300nm wavelengths and all singlemode fiber at 1310nm and 1550nm wavelengths with a power meter. All test results must be submitted in both hard and soft copy form along with two (2) copies of as built drawings of the fiber optic cabling layout. Attenuation should be less than 2dB per strand unless the lengths of fiber will allow a greater loss according to the ANSI/EIA/TIA 568-B.1, 526-7 and 526-14 standards. Any loss greater than 2dB must be approved by The City or repaired.
- **Cable Labeling.** Upon completion of each network installation, the vendor will label cables on both ends with a machine-generated label using a corresponding numbering scheme (both ends must have the same number). All labeling must conform to ANSI/TIA/EIA 606-A standards.
- h) Release of Liens. Before payment is made for each location where cable is installed, the vendor shall deliver to the Information System Project Manager releases of all liens and of rights to claim any lien, in a form satisfactory to ACS, from all material suppliers and subcontractors furnishing labor and materials under this agreement and an affidavit, in a form acceptable to the Information System Project Manager, to the effect that all labor used under this agreement has been paid.

2.5 Special Installation Requirements

- a) Cover or Trim Mold, Core Boring, Etc. Some jobs may require a cover or trim mold, and core boring such as firewalls, etc. These jobs can be priced per requirements, and agreed on by both parties before starting.
- **Additions, Moves, and Changes.** Additions, moves, and changes may be ordered as needed for the duration of this agreement, via the vendor contact

- person and referenced with a work order number or Request for Capital Expenditure (RCE) number. The vendor is expected to coordinate changes with current voice and data providers and any other City parties, as needed.
- c) Wireless Access Point Installation. Some Category 6 cable runs will be part of a wireless network installation. The vendor will be asked to provide the labor costs to physically mount City-provided wireless access points in addition to installing the cable for their connectivity.

2.6 Cable Requirements

2.6.1 Data Cable

All Data cabling must be Mohawk Category 5e or Category 6 twisted-pair, four-pair plenum or non-plenum rated, when specified by the job, and terminated on Panduit modules and/or patch panels. All Data installations must meet Category 5e or Category 6 certification standards. Pricing will be requested per foot over 100 feet. Other requirements are as follows:

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Mohawk MegaLan Category 5e+ non-plenum cable (blue) (M56167).
Mohawk AdvanceNet Category 6 non-plenum cable (yellow) (M57204).
Mohawk MegaLan Category 5e+ plenum cable (blue) (M56168).
Mohawk AdvanceNet Category 6 plenum cable (yellow) (M57195).
Major Custom Category 5e patch cords:
      2 meter (ME4CBPA-GN-2M)
      3 meter (ME4CBPA-GN-3M)
      5 meter (ME4CBPA-GN-5M)
      7 meter (ME4CBPA-GN-7M)
Panduit Category 6 patch cords:
      3' (UTPSP3)
      5' (UTPSP5)
      7' (UTPSP7)
      10' (UTPSP10)
      14' (UTPSP14)
      20' (UTPSP20)
Panduit Category 5e 8P8C modules - blue (CJ5E88TBU)
Panduit Category 6 8P8C modules - yellow (CJ688TPYL)
Panduit 2 port Executive series faceplates (CFPE2)
Panduit 4 port Executive series faceplates (CFPE4)
Panduit 2 module space Surface Mount Boxes (CBX2)
Panduit 4 module space Surface Mount Boxes (CBXC4)
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All connectors and patch cables are to meet industry certification standards and are to be included in the per node price on the bid sheet.

2.6.2 Fiber Optic Cable

Fiber optic cabling used for networking Ethernet systems, backbones, and point-to-point shall have the following specifications. Vendor is to price fiber per foot, including

installation. All fiber optic cabling is to be run inside of innerduct for protection, and terminated with Corning SC Unicam connectors.

```
Mohawk multimode, 62.5/125 plenum fiber optic cable:
      4-strand (M9B044)
      6-strand (M9B045)
      12-strand (M9B048)
      24-strand (M9B612)
      48-strand (M9B616)
      72-strand (M9B620)
Mohawk singlemode, plenum fiber optic cable
      4-strand (M9W044)
      6-strand (M9W045)
      12-strand (M9W048)
      24-strand (M9W612)
      48-strand (M9W616)
      72-strand (M9W620)
Panduit Wall-mount 12 port Enclosure (FWME2)
Panduit Wall-mount 24 port Enclosure (FWME4)
Panduit Wall-mount 48 port Enclosure (FWME8)
Corning SC Multimode 62.5/125 Unicam Connector (95-000-40)
Corning SC Singlemode Unicam Connector (95-200-41)
Panduit Rack-mount 18 port Enclosure (FRME1)
Panduit Rack-mount 36 port Enclosure (FRME2)
Panduit Rack-mount 54 port Enclosure (FRME3)
Panduit Rack-mount 72 port Enclosure (FRME4)
Panduit OptiCom 6 port SC Duplex panels (FAP3WEIDSC)
Panduit OptiCom Blank Panel (FAPB)
Major Custom SC-SC 62.5/125 multimode duplex patch cords:
      2 meter (FD6ASCC-2M)
      3 meter (FD6ASCC -3M)
      5 meter (FD6ASCC -5M)
      7 meter (FD6ASCC -7M)
      10 meter (FD6ASCC -10M)
Major Custom SC-SC singlemode duplex patch cords:
      2 meter (FCDSASC-2M)
      3 meter (FCDSASC-3M)
      5 meter (FCDSASC-5M)
      7 meter (FCDSASC-7M)
      10 meter (FCDSASC-10M)
Major Custom LC-SC 62.5/125 multimode duplex patch cords:
      2 meter (FD6ALCDSCC-2M)
      3 meter (FD6ALCDSCC -3M)
      5 meter (FD6ALCDSCC -5M)
      7 meter (FD6ALCDSCC -7M)
      10 meter (FD6ALCDSCC -10M)
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Major Custom LC-SC singlemode duplex patch cords:

2 meter (FSCDSALCDSC-2M)

3 meter (FSCDSALCDSC-3M)

5 meter (FSCDSALCDSC-5M)

7 meter (FSCDSALCDSC-7M)

10 meter (FSCDSALCDSC-10M)

Carlon 1" Plenum Innerduct with Rope (CF4x1C)

Carlon 1" Non-Plenum Innerduct with Rope (DF4x1A)

2.6.3 Telecommunications (Voice) Wiring

Telecommunications wiring will be installed with Mohawk UTP, four-pair Category 5e plenum or non-plenum rated cable. One cable run will consist of 100 feet of the above, complete with 8P8C type module, labor and faceplate. Pricing will be requested per foot over 100 feet.

Mohawk MegaLan Category 5e+ non-plenum cable (blue) (M56167).

Mohawk MegaLan Category 5e+ plenum cable (blue) (M56168).

Panduit Category 5e 8P8C modules - blue (CJ5E88TBU).

Nortel 250-pair BIX Frame (A0270164)

Nortel 300-pair BIX Frame (A0340836)

Nortel 6-pair BIX 1A Termination Block (A0266828)

2.6.4 Other Network Equipment

Other network equipment will include equipment racks, patch panels, etc.

Panduit Netframe 19" Rack (NFR84).

Panduit Hinged Door for Netframe Rack (NFD484).

Panduit D-Ring Kit for Netframe Rack (NFDR4X6K).

Panduit Ladder Rack Support Bracket (NFLRB).

Chatsworth 19" x 7' equipment rack (55053-503)

Panduit Horizontal Wire Management Bracket (NCMH2)

Panduit Category 5e, 24-port patch panel (DP245E88110U)

Panduit Category 5e, 48-port patch panel (DP485E88110U)

Panduit Category 6, 24-port patch panel (DP24688TP)

Panduit Category 6, 48-port patch panel (DP48688TP)

Panduit Modular faceplate 24-port patch panel (CPPL24WBL)

Panduit Modular faceplate 48-port patch panel (CPPL48WBL)

Hinged Wall-mount bracket - 3.5" (2U) (AT55HM3)

Hinged Wall-mount bracket - 7.0" (4U) (AT55HM7)

2.7 Warranty and Serviceability Requirements

All cabling and connectors must include a guarantee of a five (5) year vendor warranty on all hardware and a one (1) year vendor warranty on all labor. On new installations of over 100 cables the vendor must include the 20-year Panduit manufacturer's warranty on cabling and equipment. A service phone number must be available for 24-hour calling.

In the event that warranty or non-warranty repairs are necessary, successful vendor shall respond in person:

- Same day as service request on a downed system
- Twenty-four hours after service is requested on a downed node

Additions and Changes, Per-Hour Labor and Site Visit Charge. During the period of this contract, the City will require cable maintenance or moves on previously installed cable. Vendors should quote the per-hour labor charge on this type of service and minimum charge for a site visit if applicable, on the space provided in the pricing sheet (page 21).

Service Out of Business Hours, Per-Hour Labor and Site Visit Charge. The City views Police and Fire installations as 24-hours-a-day, 7-days-a-week operations. Vendors should quote a per-hour labor charge for service outside of normal work hours, as well as a minimum charge per site visit if applicable, on the space provided in the pricing sheet (page 21).

2.8 Terms of Payment

Terms of payment shall be net 45 days after installation is complete and a correct invoice is presented to the following address:

Affiliated Computer Services ATTN: Memphis-ESG/394206 P.O. Box 981245 El Paso, TN 79998-1245

Claims for Extra Work. No claims for extra work will be allowed unless the same shall have been previously ordered by the City in writing.

2.9 Competitive Pricing

The City expects to receive the lowest prices the vendor is charging other organizations purchasing similar quantities of cabling installation, service, and support. The City reserves the right to terminate the contract if, in the City's opinion, prices are deemed to be out of line with the general marketplace.

2.9.1 Price Proposal

The following will be required for the price proposal:

a) All Prices Disclosed. All prices must be detailed in the proposal; no additional charges (e.g., transportation, container packing, installation, training, out-of-pocket expenses, etc.) will be allowed unless so specified in the proposal. All components necessary to meet requirements must be included in the base cost, with all extra cost options specifically stated in a separate section.

b) Full Maintenance Pricing. Maintenance service prices quoted will include all diagnosis, parts, materials and labor (exclusive of replacing lost or stolen items), preventive/remedial services, and engineering modifications and their documentation.

2.10 Requests for Price Adjustments

Should the City choose to renew the contract for a further 12-month period, vendor may request adjustments to its pricing. Such requests must be submitted in writing ninety (90) days prior to the annual renewal date. Requests must be submitted via certified delivery requiring return receipt and may not be submitted as a bill insert or as part of a monthly statement.

Submit all requests for price adjustments to the following address:

ACS Executive Office 100 N. Main Street, Suite 3225 Memphis, TN 38103

Price adjustments must be approved **in writing** by the City. Approved price adjustments will become effective at the beginning of the next contract renewal period.

2.11 No Obligation to Purchase

The City does not guarantee the purchase of any cabling equipment or services during the term of the agreement.

3. Vendor Qualification

3.1 Business Operation

Vendor must have operated a business providing similar local and wide area network cabling and support for a minimum of five (5) years.

3.2 Location

Vendor must be a local Shelby County company or have a local office/ representative. The vendor's maintenance facility must be located in Shelby County.

3.3 Business Compliance

Vendor must have a current and valid Tennessee Contractor's License with a maximum limit of greater than \$ 250,000.00. Vendor must also be in compliance with all City of Memphis, Shelby County and Tennessee business licensing, bond and insurance requirements.

3.4 Indemnification and Insurance

1. Indemnification: Vendor shall indemnify, defend, and save harmless ACS, their respective agents, officers, and employees from and against any and all claims, suits, actions, including workers' compensation suits, and costs

of any kind, including all defense costs, all attorney's fees, arising as a result of death, personal injury, or damage to real or personal property caused, in whole or in part, by the acts or omissions of Vendor in connection with this Agreement.

2. Insurance: Vendor shall provide and maintain at its own expense during the term of this Agreement the following programs of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to ACS's Risk Manager, and evidence of such programs satisfactory to ACS shall be delivered to ACS, on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that ACS is to be given written notice at least thirty (30) days in advance of any material change or termination of any program of insurance.

Such insurance shall be primary to and not contributing with any other insurance maintained by ACS, and shall name ACS as additional insured on the Commercial General Liability Policy, Business Automobile liability, excess umbrella liability. Vendor shall include ACS as loss payees on the property and commercial crime insurance policies.

All such insurance shall be issued by a company that is licensed to do business in the State where the work is being performed and has a rating equal to or exceeding **A-** from A.M. Best. The following coverages are the minimum amounts required:

i. **Commercial General Liability Insurance:** including Premises & Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than One Million Dollars \$1,000,000 per occurrence and One Million Dollars (\$1,000,000) general aggregate. This coverage will also include a waiver of subrogation clause in favor of ACS.

If the above insurance is written on a Claims Made Form, such insurance shall be endorsed to provide an extended reporting period of not less than two years following the expiration or termination of this Agreement.

ii. **Business Automobile Liability Insurance:** endorsed for all owned, non-owned, borrowed, leased, and hired vehicles with a combined single limit of at least One Million Dollars (\$1,000,000) each accident. If Vendor's employees use personal vehicles in the performance of work under this subcontract, the State Financial Responsibility Law must be complied with by the employee, and an "Employees as Insured" endorsement shall be required to Vendor's Business Auto Policy. This coverage will also include a waiver of subrogation clause in favor of ACS.

- iii. **Worker's Compensation:** Vendor shall maintain a program of workers' compensation insurance in an amount and form to meet all applicable requirements of the State of Tennessee, including employer's liability with a five hundred thousand dollar (\$500,000) limit, covering all persons performing work on behalf of Vendor and all risks to such persons under this Agreement. Self-insurance is satisfactory as long as all the State or ACS filings have been done and approval has been obtained.
- iv. **Property Insurance:** against all risks of physical loss or damage to property in Vendor's care, custody, or control and covering not less than the full replacement cost of any property at risk due to this Agreement.
- v. **Professional Liability**: that will cover all acts, errors, or omissions by the Vendor in the amount of One Million Dollars (\$1,000,000) per claim with an annual aggregate of at least \$2,000,000 inclusive of legal defense costs.
- vi. **Excess Umbrella Liability Insurance**: in the amount of \$5,000,000 per occurrence. ACS shall be included as additional insured.

Failure to Procure Insurance: Failure on the part of Vendor to procure or maintain the required insurance shall constitute a material breach and default of this Agreement upon which ACS may terminate or suspend this Agreement. If coverage is canceled, terminates, or lapses and is not replaced with similar coverage, ACS has the right to go out and purchase insurance. The Vendor will be responsible for all costs and deductibles associated with the purchased insurance.

Claims Procedure: The Vendor agrees to notify the ACS immediately of any claim that may involve ACS. Notification should be sent to the ACS's Project Director.

3.4 Tennessee Drug Free Workplace

It is preferred that the vendor be an active participant and member of the Tennessee Drug Free Workplace Program. Please attach a current certificate to the bid.

3.5 Authorized Service

Vendor must have local, full-time employees who are qualified to provide technical support for equipment and services purchased. Specifically:

a) Adequate Staffing. Vendor shall have a fully staffed business office, which includes, at a minimum, one (1) person to answer service calls and operational questions and three (3) technical employees. During normal business hours, the phone must be answered by office staff. After-hours telephone answering may be automated if an escalation call list to bypass it has been provided by the vendor. (In addition, the vendor must give the trouble escalation schedule in terms of who

- handles the problem at each level of the escalation and the length of time spent at each level before further escalation is required.)
- b) Full Service Coverage. Vendor agrees to provide normal service between 8:00 a.m. and 5:00 p.m. Monday through Friday, including City holidays. Vendor further agrees to provide emergency service 24 hours a day, 7 days a week. Emergency service means "resolving problems that occur that interfere with the normal operation of the City's business."
- c) Timely Response. Vendor agrees to provide 4-hour response time for normal service requirements during business hours and 2-hour, 24 hours a day, 7 days a week, for emergency service.
- **Dispatch Number.** Vendor must provide a service dispatch number answered 24 hours a day, 7 days a week.
- e) Certified Contractor. Vendor must be a Panduit Structured Cabling Network Systems Solutions Partner (Panduit PSC Contractor), with evidence of that certification attached to the bid.
- f) Certified Employees/Technicians. Vendor must provide one or more on-staff employees who are BICSI RCDD Certified, who are full-time employees and are based in Shelby County, with evidence of that certification attached to the bid. Vendor must provide two or more on-staff employees who are BICSI Certified Level 2 Installers or Technicians. Additional RCDD's or Technicians would be preferred but not required. These employees must work full time in the Memphis office. Out of town consultants and employees will not qualify. These certifications will be verified.
- **Adequate Parts Inventory.** Vendor must maintain a spare parts inventory that will allow the vendor to meet maintenance requirements specified under the contract. The chosen vendor's spare parts inventory may be inspected at any time during the contract period for compliance. Failure to comply could cause forfeiture of the contract.

3.6 Permits and Licenses

Vendor must provide a copy of its Shelby County Business License. And, as stated above, Vendor must also provide a copy of its Tennessee State Contractor's License.

4. General Information

This section covers topics describing the obligations and expectations of the City of Memphis and vendors.

Advisory – Vendors are encouraged to review this RFP thoroughly, including all requirements, terms, conditions, deadlines, and cost information to ensure submission of a timely and responsive proposal. Vendors must fully document all costs and thoroughly explain the anticipated benefits to the City of Memphis.

4.1 Relevant Local and Corporate Experience

The City requires that each vendor provide verifiable, documented evidence of local government and corporate experience, preferable in an environment comparable in size

and scope to the City of Memphis, for all the services detailed in its proposal. It is the responsibility of the vendor to explain how past experiences relate to its proposal, including appropriate quantifiable data. Only verifiable experience with references will be considered.

4.2 Pricing

Vendors **must** submit cost proposals in the format shown in **EXHIBIT A – Response Format and Mandatory Requirements.** (It should be noted that the City's goal is to provide the best public service possible and that cost will be only one factor in the evaluation of proposals.)

4.3 Start of Agreement

The Timetable for the new vendor to start will be 15 days from the date of the award letter issues by the City.

4.4 Disclosure of Information

Once awarded, the selected vendor shall not disclose any details in connection with City information without the advance written approval of the City's Contract Administrator. The vendor may identify its services to clients provided that during the performance period of the contract, the vendor shall not publish or disseminate commercial advertisements, press releases or feature articles using the name of the City of Memphis without written consent of the Contract Administrator.

4.5 Proprietary Considerations and Public Records

Responses to this RFP become the exclusive property of the City and are public record.

4.6 Non-Responsive Proposals

The City reserves the right to deem proposals non-responsive if any of the documents required by the RFP are omitted or if the basic required components of the solution and related services are not addressed.

4.7 Bid Closing Date

Written responses to this RFP must be received by ACS no later than 2:00 PM CDT on the Date listed on front page as :"Close Date for Bids". Sealed responses must be addressed as it appears on the front page of this document titled "Bid Accepted at:".

4.8 Right to Reject

Notwithstanding any other provisions of this RFP, the City reserves the right to reject any or all proposals.

4.9 Inquires

All questions pertaining to the RFP must be forwarded to ACS at the e-mail address listed on the front page of this document under "E-Mail Inquiries" no later than 4:00 pm CDT on the date listed on the front page as "Deadline for questions". All questions

received by the stated time will be answered in a timely manner. Failure to address questions to the appropriate contact may disqualify a proposal from consideration. Written responses to all properly presented questions will be provided at least 24 hours prior to bid closure via the City website at www.cityofmemphis.org under the section called Your Government At Work. Responses will not be emailed, only posted to the website.

4.10 Prohibitions of Amendments

Once a proposal has been submitted, amendment or enhancements to the proposal will only be accepted by the City if requested by the City.

4.11 Proposal Cost

The City and ACS will provide **NO** reimbursement of any kind for any costs incurred in responding to this RFP.

5. Response Format and Mandatory Documents

This section provides an outline of the format and structure of the response to this document. Responses that fail to conform to the format outlined in this section will be considered non-responsive and, as such, may disqualify the Vendor. Vendors must submit **one original and seven (7) copies** of the proposal, including one (1) on CD. The CD copy must be able to be viewed using Microsoft Office Products or Adobe Acrobat software and contains any supporting manuals, brochures and reports. All proposals are due on or before, but no later than **2:00 p.m. CDT on the Date listed in Section 4 as** "Proposals Due (Mandatory)". Proposals received after the closing time and date will be considered late and not entitled to participate in the process. Proposals, copies and related information should be sealed in a single package with the address of the Vendor in the upper left-hand corner and clearly marked: **Network Cabling Services.** Sealed responses must be addressed as it appears on the front page of this document titled "Bid Accepted at".

The following outline is required to be used for Vendor responses:

- A. Cover Letter and Corporate Introductions
- B. Table of Contents
- C. Company Background
- D. Response
- E. Additional Data
- F. Compliance with RFP Requirements
- G. References
- H. Cost
- I. Completeness
- J. Executive Summary

5.1 Response Preparation

In preparing a response to this RFP, the following should be considered:

- 1. Proposals should be written clearly, unambiguously, and to the extent possible in such a manner that evaluation committee members with little or no technical expertise will understand it.
- 2. Proposals should be specific and complete in every detail. However, Vendors are welcome to outline alternative or additional services, provided the associated costs and benefits to the City are clearly presented. While the City and ACS encourages Vendor creativity in response to the RFP, the evaluation of proposals will be based primarily on responses to the required elements.
- 3. Proposals may be deemed non-responsive if they are substantially an advertisement of past accomplishments and corporate history.
- 4. Proposals must conform to the outline above, including headings, sections and paragraphs. Vendors may further subdivide specific paragraphs or add relevant sections at the end of their proposals. However, the proposal must be clearly organized so the evaluating committee is able to easily locate responses to specific items. If a Vendor cannot or chooses not to respond to any requirement, recognition of the requirement must be listed in sequence with "No Response" inserted and an explanation for the decision not to respond.
- 5. All specified information must be provided in accordance with the outline. Reference to other documents must only be used to supplement and/or substantiate information outlined in the body of the proposal.
- 6. All pages must be sequentially numbered.
- 7. All responses shall be firm offers and may not be withdrawn for a period of 120 calendar days following **the Date listed in Section 4 as** <u>"Proposals Due (Mandatory)"</u>.
- 8. An officer authorized to execute such documents on behalf of the corporation must sign the response and each copy. All signatures must be original and in blue ink.
- 9. Vendors may further subdivide specific paragraphs or add relevant sections at the end of the proposals.

5.2 Cover Letter and Corporate Introductions

This section shall comprise no than two pages, including name and address of the firm or joint venture submitting the proposal and the name, address and telephone number of the person(s) authorized to represent the firm or joint venture. If the proposal is being submitted by or on behalf of more than one entity, all entities represented must be clearly identified. Vendor must certify, in the cover letter, the following:

- a) No Hidden Parties. Vendor's proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation.
- **No Inducement to Submit False Bid.** Vendor has not directly or indirectly induced or solicited any other vendor to submit a false or sham bid.
- c) No Inducement to Refrain From Bidding. Vendor has not induced or solicited any other person, firm, or corporation to refrain from bidding.
- **No Collusion in Any Form.** Vendor has not sought by collusion to obtain any advantage over any other vendor or over The City.

5.3 Table of Contents

The table of contents should provide a comprehensive listing of the material in the proposal arranged by section, with a listing of the subject(s) in each section, and with pages numbered. The numbering of the proposal must conform to that specified in this RFP.

5.4 Compliance with RFP

The Vendor must thoroughly discuss and explain in detail how their response to each requirement in the RFP will be met.

5.5 Company Background

Vendor must provide a brief company description, history, and financial status. In addition, vendor should submit the following information:

- a) Name. The name under which the vendor is licensed to do business.
- **b)** Address. The address of the vendor's headquarters office.
- **c) Local Address.** The address of the vendor's local office responsible for the proposed work, if different from the headquarters office.
- **d) Local Officers.** Names, titles, and telephone numbers of local officers or representatives of the vendor.
- **Years of Local Service Experience.** The number of years the vendor has actively participated in network cabling installation, service, and support in Shelby County.
- f) Size of Staff. The number of vendor employees: internationally, nationally, and locally. Information must include the total number of employees in Shelby County; in particular, the number of technical and support staff presently supporting similar service, their qualifications and length of service.

- **g)** Annual Report. The vendor's most recent annual report or current audited financials. The financial stability of the vendor and the vendor's length of time in business will be closely evaluated.
- h) Customer List. Names, address, and telephone numbers of customers to whom the vendor provides the same/similar services as quoted in this document. References may be contacted to describe their experience with the vendor, including the quality of the vendor's technical support and maintenance. Particular attention will be paid to the number of Shelby County customers and the quality of service rendered to those customers.
- i) Record with The City. Description of past vendor experience in delivering products or services to The City similar to those required under the contract.
- **j)** Warranties. Description of warranties available from or through the vendor, including manufacturer's warranties on cabling and other components.
- **k)** Current Contract Obligations. Existing vendor contractual commitments of similar scope and priority, and their estimated impact on the vendor's ability to service this contract, if awarded.
- **Other.** Other general information, as determined by the vendor to be of importance in evaluating the vendor.

5.6 References

Vendor must provide references that are able to confirm the successful support of other clients of equal size. The references must include the name, address, and telephone number of top-level management contact person for each contact. ACS/City must be able to contact them without notification to the vendor. A minimum of three (3) and maximum of six (6) references must be provided. At least two (2) of the references should be for contracts of similar size or larger. It would be preferable if the references are within 200 miles of Memphis, Tennessee.

5.7 Response

The response should be specific and complete in every detail of service described in the Description of Work and Terms of Performance section of this document.

5.8 Cost

The cost to the City for the vendor's services must be in the following format shown:

See EXHIBIT B

5.9 Additional Data

This section should include any additional information that the vendor believes to be essential to a thorough evaluation of its proposal. List all attached reports, financial documents, etc., and sequentially number all pages of the proposal and attachments.

If no additional data are appended, vendors should state: "There are no additional data to be presented."

5.10 Completeness

Although the City and ACS have made every reasonable effort, there is no representation made regarding the completeness of the contract requirements. The vendor is expected to review the requirements and make appropriate recommendations. Any required services, products or equipment not specified in the bid will be the sole responsibility of the vendor and should be listed in this section. All submitted bids must be binding for a period of 120 days from the submission deadline.

5.11 Executive Summary

Vendor shall describe in non-technical terms its approach to installing local and wide area network cabling, identifying any unique or distinctive features of the service to which the vendor wishes the evaluation committee to give particular attention. Do not include any pricing in this section.

6.0 M/WBE

Minority/Women Business Enterprise (M/WBE) Program

The City has a Minority/Women Business Enterprise Program that is designed to increase the participation of minority and women-owned businesses in the City's purchasing activities.

M/WMBE Definition

Minority-owned business is defined as those that are 51% owned and controlled by African Americans. Women-owned business is defined as those that are 51% owned and controlled by one or more women, but not African Americans. To qualify as an M/WBE Contractor, a firm must be included on the list of certified M/WBE's, available from:

Office of Compliance 125 North Main, Room 440 Memphis, TN 38103

A list of certified M/WBE Contractors is available from the Office of Compliance, at the address listed above.

M/WBE Certification

Only those Contractors that have been certified by the Uniform Certification Agency are eligible to qualify as M/WBE business. If the Contractor is a certified firm, enter the following information:

Minority (MBE): Women (WBE):
Certification Number:
COMPLY (Insert YES or NO):
EXCEPTION (Insert YES or NO & Specify):

Certified Subcontractors Participation

The City also encourages non-M/WBE Vendors to seek participation in this bid with an M/WBE Vendor. Even if you are not an M/WBE Vendor, please explain below any participation by an M/WBE Vendor that is proposed for this project. Include name, address, and certification number if any M/WBE participant, plus the estimated percentage of the contract to be awarded to the participant, as follows:

- \$ Show the dollar value of the subcontract to be awarded to this Vendor.
- \$ Show the percentage of the total proposal represented by this subcontractor.

M/WBE Included whether the Vendor is MBE by inserting an M, or WBE by inserting a W.

Submission of this proposal commits the Vendor to the firms listed below:

\$	%	M/WBE	Certified Subcontractor's Name,	Certification #
			Address, and Telephone	

For additional information regarding certification as an M/WBE Vendor, please contact: Ms. Carlee McCullough at (901) 576-6210

7. Evaluation Process

The evaluation process involves a thorough review of the proposals and selection of a vendor. The selected vendor will have performed well in all areas.

7.1 Evaluation Committee

All proposals will be reviewed by ACS and the City to determine if they contain the minimum essential requirements outlined in the RFP, including instructions governing submission and format and compliance with standard City requirements. Those proposals deemed non-responsive may be disqualified without further evaluation and the vendor

will be immediately informed. An Evaluation Committee will examine each proposal that meets the mandatory requirements and recommend a Vendor to the City of Memphis.

7.2 Evaluation Criteria

The primary objective of this document and any subsequent contract is to obtain the lowest and best cost for the City, consistent with required standards for product and service quality.

Vendor evaluation, and ACS' subsequent decision on awarding all or part of the contract, will include, but will not be limited to, the following criteria:

- **a) Location.** Whether or not the vendor is headquartered, or maintains an active office, in Shelby County.
- **General Experience.** Whether or not the vendor has operated a business providing similar local and wide area network cabling and support for a minimum of five (5) years.
- c) Local Experience. Whether or not the vendor has a satisfactory record, verifiable through reference, of service to local customers, comparable in nature and scope to services required under the contract.
- **financial Stability.** Whether or not the vendor seems capable, based on audited financial records, of providing service under this contract while maintaining its normal business operations and discharging its obligations.
- **Staffing.** Whether or not the vendor has local, full-time employees capable of meeting all installation, service, and support requests for the City.
- f) Expertise and Technical Capabilities. Whether or not the vendor is manufacturer-certified, has one or more full-time BICSI Certified RCDD employees and two or more full-time BICSI Certified Installers within Shelby County, and qualified staff for service out of normal business hours who are qualified to provide technical support for equipment and services purchased under the contract.
- **Parts Inventory.** Whether or not the vendor maintains, and can continue to maintain, a spare parts inventory that will allow the vendor to meet maintenance requirements specified under the contract.
- **Marranties.** Whether or not, in the City's judgment, adequate warranty coverage is available from or through the vendor, including manufacturer's warranties on cabling and other components.
- i) Current Contract Obligations. Whether or not existing vendor contractual commitments of similar scope and priority are likely to have a negative impact on the vendor's ability to service this contract.
- **j) Proposed Delivery Time.** Whether or not the vendor's proposed delivery time is acceptable.
- **k)** Costs and Terms. Whether or not the vendor's proposed costs and terms, in ACS' judgment, are consistent with current market pricing, appropriate for the good and services required, and commensurate with the level of quality expected.
- **Other.** Any other information that The City deems relevant and material in evaluating the vendor.

Proposals will be evaluated on the compliance with City requests. Innovative approaches to increase the efficiency and effectiveness of operations will also receive consideration, as will the credibility of the vendor's commitment to the success of the contract and to its verifiable record of working harmoniously and cooperatively with its clients.

Note: Oral Presentations

After preliminary evaluations are completed, a short list of qualified vendors may be invited to give an oral presentation. This presentation is optional at the discretion of the City. However, no proposal may be altered or enhanced during an oral presentation.

EXHIBIT A

Checklist of Required Items

Bid Submittal	
Original + 3 copies of bid	
"ALTERNATE: All-Or-None Only" (optional)	
Cover Letter	
Table of Contents	
Company Background	
Name	
Address	
Local Officers	
Years of Experience	
Size of Staff	
Annual Report	
Customer List	
Warranties	
Current Contract Obligations	
Panduit PSC Contractor Certification	
Bicsi RCDD and Installer / Technician Certifications	
Executive Summary	
Shelby County Business License	
Tennessee State Contractor's License	
Tennessee Drug Free Workplace Certificate of Compliance	
M/WBE Certification (if applicable)	

Proposal Submittal Form

[Insert Date]

ACS Executive Office 100 North Main Street Suite 3225 Memphis, Tennessee 38103

Gentlemen:

(I/we) do hereby declare that (I am/we are) the only person, firm or corporation interested in this bid, and that no other person, firm or corporation than the one herein named has any interest herein or in the contract proposed to be taken; that it is made without any connection with any person, firm or corporation making bid for the same work, and that it is in all respects fair as to each item bid upon and as to the proposal as a whole and without collusion or fraud: also that no officer or employee of The City of Memphis, who is by law excluded from participating therein, is directly or indirectly interested herein, or in the furnishing of the supplies, or doing the work to which it relates, or in furnishing surety, or in any portion of the profits thereof;

(I/we) do hereby submit this bid with the understanding that any contract resulting from the bids taken herein shall be governed, construed and enforced according to the laws of the State of Tennessee. All actions whether sound in contract or in tort, relating to the validity, construction, interpretation, and enforcement of this contract shall be instituted and litigated in the courts of the State of Tennessee located in Shelby County, Tennessee, and no other. In accordance herewith the parties to this proposal submit to the jurisdiction of the courts of the State of Tennessee, located in Shelby County, Tennessee;

And do further declare that (I/we) have carefully examined all cabling equipment, service and maintenance requirements and specifications outlined in this document, and hereby propose to furnish the following items, and/or do the following work for the sum hereinafter set forth:

EXHIBIT B

ITEM	<u>DESCRIPTION</u>	PRICE
1	Category 5e UTP, Mohawk MegaLan 400, non-plenum rated	\$
	cable, blue: (M56167)	
	Cable, connectors and labor per installed node (M56167)	\$
	Cost additional foot of cable > 100' installed (M56167)	\$
	Cost per foot not installed (M56167)	\$
2	Category 6 UTP, Mohawk AdvanceNet, non-plenum rated cable, yellow (M57204)	\$
	Cable, connectors and labor per installed node (M57204)	\$
	Cost additional foot of cable > 100' installed (M57204)	\$
	Cost per foot not installed (M57204)	\$
3	Category 5e UTP, Mohawk MegaLan 400, plenum rated cable, blue: (M56168)	\$
	Cable, connectors and labor per installed node (M56168)	\$
	Cost additional foot of cable > 100' installed (M56168)	\$
	Cost per foot not installed (M56168)	\$
4	Category 6 UTP, Mohawk AdvanceNet, plenum rated cable, yellow (M57195)	\$
	Cable, connectors and labor per installed node (M57195)	\$
	Cost additional foot of cable > 100' installed (M57195)	\$
	Cost per foot not installed (M57195)	
5	Major Custom Category 5e patch cords – 2 meter (ME4CBPA-GN-2M)	\$
6	Major Custom Category 5e patch cords – 3 meter (ME4CBPA-GN-3M)	\$
7	Major Custom Category 5e patch cords – 5 meter (ME4CBPA-GN-5M)	\$
8	Major Custom Category 5e patch cords – 7 meter (ME4CBPA-GN-7M)	\$
9	Panduit Category 6 patch cords – 3' (UTPSP3)	\$
10	Panduit Category 6 patch cords – 5' (UTPSP5)	\$
11	Panduit Category 6 patch cords – 7' (UTPSP7)	\$
12	Panduit Category 6 patch cords – 10' (UTPSP10)	\$
13	Panduit Category 6 patch cords – 14' (UTPSP14)	\$
14	Panduit Category 6 patch cords – 20' (UTPSP20)	\$
15	Panduit Category 5e 8P8C Blue modules (CJ5E88TBL)	\$
16	Panduit Category 6 8P8C Orange modules (CJ688TOR)	\$
17	Panduit 2 port Executive Series Faceplates (CFPE2)	\$
18	Panduit 4 port Executive Series Faceplates (CFPE4)	\$
19	Panduit 2 module space Surface Mount Boxes (CBX2)	\$
20	Panduit 4 module space Surface Mount Boxes (CBXC4)	\$
21	Panduit 2 port stainless steel Faceplate (CFP2S)	\$

22	Blank stainless steel Faceplate (84014)	\$
	Mohawk multimode, 62.5/125 plenum fiber optic cable per foot not installed:	
23	4-strand (M9B044)	\$
24	6-strand (M9B045)	\$
25	12-strand (M9B048)	\$
26	24-strand (M9B612)	\$
27	48-strand (M9B616)	\$
28	72-strand (M9B620)	\$
	Mohawk singlemode, plenum fiber optic cable per foot	
	not installed:	
29	4-strand (M9W044)	\$
30	6-strand (M9W045)	\$
31	12-strand (M9W048)	\$
32	24-strand (M9W612)	\$
33	48-strand (M9W616)	\$
34	72-strand (M9W620)	
35	Panduit Wall-mount 12 port Fiber Optic enclosure, including	\$
	installation (FWME2)	
36	Panduit Wall-mount 24 port Fiber Optic enclosure, including	\$
	installation (FWME4)	
37	Panduit Wall-mount 48 port Fiber Optic enclosure, including	\$
20	installation (FWME8)	Φ.
38	Panduit Rack-mount 18 port Fiber Optic enclosure, including installation (FRME1)	\$
39	Panduit Rack-mount 36 port Fiber Optic enclosure, including	\$
	installation (FRME2)	Ψ
40	Panduit Rack-mount 54 port Fiber Optic enclosure, including	\$
	installation (FRME3)	
41	Panduit Rack-mount 72 port Fiber Optic enclosure, including installation (FRME4)	\$
42	Corning multimode 62.5 micron Unicam SC connector,	\$
74	including installation (95-000-40)	Ψ
43	Corning singlemode Unicam SC connector, including	\$
	installation (95-200-41)	
44	Panduit OptiCom 6 port SC panel, including installation	\$
	(FAP3WEIDSC)	
45	Panduit OptiCom Blank Panel (FAPB)	\$
	Major Custom SC-SC 62.5/125 micron multimode duplex	
	patch cords:	
46	2 meter (FD6ASCC-2M)	\$
47	3 meter (FD6ASCC-3M)	\$
48	5 meter (FD6ASCC-5M)	\$
49	7 meter (FD6ASCC-7M)	\$

50	10 meter (FD6ASCC-10M)	\$
	Major Custom SC-SC singlemode duplex patch cords:	<u> </u>
51	2 meter (FCDSASC-2M)	\$
52	3 meter (FCDSASC-3M)	\$
53	5 meter (FCDSASC-5M)	\$
54	7 meter (FCDSASC-7M)	\$
55	10 meter (FCDSASC-10M)	\$
56	Carlon 1" Plenum Innerduct with Rope (CF4x1C)	\$
57	Carlon 1" PVC Non-Plenum Innerduct with Rope (DF4X1A)	\$
	Major Custom LC-SC multimode duplex patch cords:	
58	2 meter (FD6ALCDSCC-2M)	\$
59	3 meter (FD6ALCDSCC-3M)	
60	5 meter (FD6ALCDSCC-5M)	
61	7 meter (FD6ALCDSCC-7M)	
62	10 meter (FD6ALCDSCC-10M)	
	Major Custom LC-SC singlemode duplex patch cords:	
63	2 meter (FSCDSALCDSC-2M)	
64	3 meter (FSCDSALCDSC-3M)	
65	5 meter (FSCDSALCDSC-5M)	
66	7 meter (FSCDSALCDSC-7M)	
67	10 meter (FSCDSALCDSC-10M)	
	Miscellaneous Materials:	
68	Panduit Netframe 19" rack (NFR84)	\$
69	Panduit Netframe Hinged Door (NFD484)	\$
70	Panduit D-Ring Kit for Netframe 19" rack (NFDR4X6K)	\$
71	Panduit Netframe Ladder Rack Support Kit (NFLRB)	\$
72	Chatsworth 19" rack, wall-mounted (55053-503)	\$
73	Panduit Horizontal Wire Management Bracket (NCMH2)	\$
74	Panduit Horizontal Wire Management Bracket – Front Only (NCMHF2)	\$
75	Panduit 24-port Category 5e patch panel (DP245E88110U)	\$
76	Panduit 48-port Category 5e patch panel (DP485E88110U)	\$
77	Panduit 24-port Category 6 patch panel (DP24688TP)	\$
78	Panduit 48-port Category 6 patch panel (DP48488TP)	\$
79	Panduit Modular faceplate 24-port patch panel (CPPL24WBL)	\$
80	Panduit Modular faceplate 48-port patch panel (CPPL48WBL)	\$
81	Nortel 250 pair BIX Frame (A0270164)	\$
82	Nortel 300 pair BIX Frame (A0340836)	\$
83	Nortel 6 pair BIX 1A Termination Block (A0266828)	\$
84	Avaya Wall-Mount phone faceplate 630 B4H Connector Block (105983142)	\$
85	Panduit D-Ring (CMVDR2)	\$
86	Panduit Vertical Cable Manager (4"W x 5"D x 83"H)	\$

	(WMPV45)	
87	Hinged Wall-Mount Bracket 2U – 3.5" x 19" (AT55HM3)	\$
88	Chatsworth Telecommunications Main Grounding Busbar – TMGB (40153-012)	\$
89	Chatsworth Telecommunications Grounding Busbar – TGB (13622-010)	\$
	Other charges. Other charges include per-hour labor and site visit charges for additions and changes and for service out of normal business hours, as well as maintenance services and other charges such as transportation, container packing, installation, training, etc., as follows:	\$
90	Moves and changes, normal workday, labor per hour:	\$
91	Moves and changes, normal workday, site visit minimum charge:	\$
92	Moves and changes, after business hours, labor per hour:	\$
93	Moves and changes, after business hours, site visit minimum charge:	\$
94	Miscellaneous charges	
95	Labor charges for installation of wireless access points	\$
The principals address.)	(Net 45 days unless otherwise stated.) SERVICE TELEPHONE NUMBER: e full name and residence of all persons interested in the foregoinere as follows: (If out of Shelby County, PLEASE list Tennesse	
	S ADDRESS OF VENDOR:	
If vendor is	s an INDIVIDUAL, fill out the following:(NAME OF O	WNER)
If vendor is	s a PARTNERSHIP, fill out the following:	

ADDRESS:

PARTNER NAME:

If vendor is a CORPORATION	ON, fill out the following:	
NAME OF CORPORATION	N PRESIDENT:	
NAME OF CORPORATION	N SECRETARY:	
	NAME OF COMPANY:	
	SIGNATURE OF VENDOR: _	
PHONE NUMBER:	TITLE:	

REFERENCES

	TEL ETEL (CE)
	(1)
Company Address Contact Name and Phone Number	
	(2)
Company Address Contact Name and Phone Number	
	(3)
Company Address Contact Name and Phone Number	
	(4)
Company Address Contact Name and Phone Number	
	(5)
Company Address Contact Name and Phone Number	
	(6)
Company Address	
Contact Name and Phone Number	